

Thanks all. Just waiting on the credit situation. I'm assuming you are prepay which will delay things a little longer. If you're open credit then we could start away. You know how long the prepay process will take?

Thanks

Michael

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**From:** James Jensen [<mailto:james@maximcrude.com>]  
**Sent:** Monday, February 1, 2021 12:01 PM  
**To:** David Hillman <[david@maximcrude.com](mailto:david@maximcrude.com)>  
**Cc:** Jackson, Michael <[Michael.Jackson@valero.com](mailto:Michael.Jackson@valero.com)>  
**Subject:** Re: truck/driver requirements for loading Three Rivers

David & Micheal,  
Yes, This language is consistent with the fact that we've never planed or anticipated Exporting any of this Naphtha product, nor has any of the parties we've talked to about selling any portion of this product to, mentioned anything about export. Therefore the language is consistent with these facts.  
Maxim also appreciates the special efforts in getting the details of this transaction ironed out.  
Thanks

James L. Jensen  
Maxim Crude Oil, LLC

On Feb 1, 2021, at 11:51 AM, David Hillman  
<[david@maximcrude.com](mailto:david@maximcrude.com)> wrote:

Michael I feel we can agree to these terms now also I appreciate your time and efforts to seeing this deal trough.  
James do you feel these terms are acceptable now ?  
Thanks David....

On Mon, Feb 1, 2021 at 11:43 AM David Hillman  
<[david@maximcrude.com](mailto:david@maximcrude.com)> wrote:

----- Forwarded message -----

From: **Jackson, Michael** <[Michael.Jackson@valero.com](mailto:Michael.Jackson@valero.com)>  
Date: Mon, Feb 1, 2021 at 11:28 AM  
Subject: RE: truck/driver requirements for loading Three Rivers  
To: David Hillman <[david@maximcrude.com](mailto:david@maximcrude.com)>

David

We've changed amendment 7 below to help facilitate this deal. Your potential counterpart buyer exposure doesn't go into perpetuity down the road. It's really ends at the party you intend to sell too direct.

Let me know if this works so we can move forward. Thanks for your patience.

Michael

7. Prohibition of Export of Product Outside the United States. Buyer represents, warrants and agrees that it shall ultimately deliver all Products purchased under this Agreement to a destination located in the United States and that all Products will be consumed within the United States **and not exported by Buyer or any party to whom Buyer transfers title.** BUYER SHALL INDEMNIFY AND HOLD HARMLESS SELLER FROM ANY AND ALL DAMAGES, LIABILITIES, PENALTIES, FINES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING FROM OR IN CONNECTION WITH BUYER'S FAILURE TO COMPLY WITH THIS SECTION 7.

**From:** David Hillman [mailto:[david@maximcrude.com](mailto:david@maximcrude.com)]  
**Sent:** Monday, February 1, 2021 10:43 AM  
**To:** Jackson, Michael <[Michael.Jackson@valero.com](mailto:Michael.Jackson@valero.com)>  
**Subject:** Re: truck/driver requirements for loading Three Rivers

I understand just let me know if there is anything I can do to help at any point.  
Thanks David...

On Mon, Feb 1, 2021 at 10:20 AM Jackson, Michael <[Michael.Jackson@valero.com](mailto:Michael.Jackson@valero.com)> wrote:

Yes and the legal stuff man. Just bare-with me.

**From:** David Hillman [mailto:[david@maximcrude.com](mailto:david@maximcrude.com)]  
**Sent:** Monday, February 1, 2021 10:16 AM  
**To:** Jackson, Michael <[Michael.Jackson@valero.com](mailto:Michael.Jackson@valero.com)>  
**Subject:** Re: truck/driver requirements for loading Three Rivers

I thought getting things started we was gonna prepay is that not possible?

On Mon, Feb 1, 2021 at 10:03 AM Jackson, Michael <[Michael.Jackson@valero.com](mailto:Michael.Jackson@valero.com)> wrote:

David  
Still waiting on credit group and etc. Will let you know when I hear something back.

**From:** David Hillman [mailto:[david@maximcrude.com](mailto:david@maximcrude.com)]

**Sent:** Monday, February 1, 2021 10:01 AM  
**To:** Jackson, Michael <[Michael.Jackson@valero.com](mailto:Michael.Jackson@valero.com)>; James Jensen <[james@maximcrude.com](mailto:james@maximcrude.com)>  
**Subject:** Re: truck/driver requirements for loading Three Rivers

Good morning Michael

I was following up on this also I have another question for you if starting out at 1000 bpd I believe we are only able to haul 185 barrels per load that would leave around 75 barrels left for the day would we need to pick that up that day or could it roll over to the next day?

On Fri, Jan 29, 2021 at 3:19 PM James Jensen <[james@maximcrude.com](mailto:james@maximcrude.com)> wrote:

David, Thanks for forwarding this on;

Maxim can clearly state that it has no intention of selling, transporting, or engaging in trade with the Naphtha product Maxim is committing to purchase to any entity outside the United States. The product will be used by Maxim for its own purposes and or sold to similar companies like Maxim, all within the United States of America.

Maxim has no problem with the language as written except for the clause where Maxim is responsible for the theoretical acts of some unknown third party that Maxim could have no reasonable present knowledge of their future actions.

If the phrase of "or any third party" is removed, the language of article #7 is fine.

James L. Jensen  
Maxim Crude Oil, LLC

On Jan 29, 2021, at 3:02 PM, David Hillman <[david@maximcrude.com](mailto:david@maximcrude.com)> wrote:

----- Forwarded message -----

**From:** Jackson, Michael  
<[Michael.Jackson@valero.com](mailto:Michael.Jackson@valero.com)>  
**Date:** Fri, Jan 29, 2021 at 2:49 PM  
**Subject:** RE: truck/driver requirements for loading Three Rivers  
**To:** David Hillman <[david@maximcrude.com](mailto:david@maximcrude.com)>

David  
Are you ok with the below clause?

7. Prohibition of Export of Product Outside the United States. Buyer represents, warrants and agrees that it shall ultimately deliver all Products purchased under this

Agreement to a destination located in the United States and that all Products will be consumed within the United States and not exported by Buyer or any third party. BUYER SHALL INDEMNIFY AND HOLD HARMLESS SELLER FROM ANY AND ALL DAMAGES, LIABILITIES, PENALTIES, FINES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING FROM OR IN CONNECTION WITH BUYER'S FAILURE TO COMPLY WITH THIS SECTION 7.

Thanks

Michael

**From:** David Hillman  
[mailto:[david@maximcrude.com](mailto:david@maximcrude.com)]  
**Sent:** Friday, January 29, 2021 8:53 AM  
**To:** Jackson, Michael  
<[Michael.Jackson@valero.com](mailto:Michael.Jackson@valero.com)>  
**Subject:** Re: truck/driver requirements for loading  
Three Rivers

Good morning Michael  
All of our paperwork was completed and successfully sent in yesterday I was just taking some time this morning to reach out to you and see is there anything else that would be needed ?

I know it may take a few days for credit to be checked but as we said we have no problem paying in advance to get things moving. We are ready on our side if you wouldn't mind could we get a CI for the first weeks lift ?

Thanks for your time this morning.

On Wed, Jan 27, 2021 at 3:27 PM David Hillman  
<[david@maximcrude.com](mailto:david@maximcrude.com)> wrote:

I can say with confidence our product is not being exported into Mexico.  
And I have no reason to believe the other company is moving blended products into Mexico.

On Wed, Jan 27, 2021 at 2:46 PM Jackson, Michael <[Michael.Jackson@valero.com](mailto:Michael.Jackson@valero.com)> wrote:

Thanks. Is there any way to ensure that Valero's product doesn't end up blended with

other materials and imported into Mexico?

**From:** David Hillman  
[mailto:[david@maximcrude.com](mailto:david@maximcrude.com)]  
**Sent:** Wednesday, January 27, 2021 12:08 PM  
**To:** Jackson, Michael  
<[Michael.Jackson@valero.com](mailto:Michael.Jackson@valero.com)>  
**Subject:** Re: truck/driver requirements for loading Three Rivers

No sir we are not exporting into Mexico  
We are taking product using it in our own  
blenders and as well selling some to another  
US. Blender

On Wed, Jan 27, 2021 at 12:01 PM Jackson,  
Michael <[Michael.Jackson@valero.com](mailto:Michael.Jackson@valero.com)>  
wrote:

Hey guys

Quick question. Are you guys planning on  
taking this product to Mexico?

Thanks

Michael

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**From:** Jackson, Michael  
**Sent:** Wednesday, January 27, 2021 9:26 AM  
**To:** 'James Jensen'  
<[james@maximcrude.com](mailto:james@maximcrude.com)>  
**Cc:** 'David Hillman'  
<[david@maximcrude.com](mailto:david@maximcrude.com)>  
**Subject:** truck/driver requirements for loading Three Rivers

Good morning

Please see the below.

At the North Rack this is the scully  
connection. Trucks will not be able to  
load without it. Also we have a 3" vapor  
hose connection that every truck has to  
connect to load. As far as the fitting to  
actually load it is an API loading head  
which is fairly standard. Trucking  
companies will need to be in our Toptech  
system. We can add drivers as they show  
up and trailers as well. Drivers will need a